BILL NO. S-86-10-26

SPECIAL ORDINANCE NO. S-178-86

AN ORDINANCE approving Sewer Contract 425-86 - Lawrence Drain Improvement, Phase I, between John Dehner, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Sewer Contract 425-86 - Lawrence Drain Improvement, Phase I, by and between John Dehner, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> Phase I - Storm Sewer - Beginning at an existing 4' x 8' box culvert located 25± L.F. South of and 25± L.F. West of the centerline intersection of Covington Road and Belaire Drive; thence Northeasterly 280± L.F. terminating at a point located 100± L.F. North of and 80± L.F. Northwest of the centerline intersection of Covington Road and Jefferson Bovd. (U.S. West);

the Contract price is One Hundred Fifty-Six Thousand Seven Hundred Eight and 65/100 Dollars ($156,708.65), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 10-14-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO				✓	

DATE: 10-28-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-178-86 on the 28th day of October, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of October, 19 86, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 31 day of October, 19 86, at the hour of 4:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: Lawrence Drain Improvement Contract No. 425-1986

CONTENTS

Resolution No. 425-1986

Check if Contained	Pages	
X	1 of 50	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/9	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1 - S/3	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1-WS/2	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/3	Special Project Specifications

ATTACHMENTS

X		Project Plans Drawing # SY-11161, 24 Shee
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
X	RW/1-RW/2	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X	CO/1-CO/2	Change Order - Specimen Form
X	AP/1	Apartheid Policy

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	____%	____%	____%	____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
	[signature]	9-5-86	[signature]	9-15-86

****

BID SUBMITTED

JOHN DEHNER, INC.
Contractor

By: Gregory Dehner

Its Gregory Dehner - Vice President

Offer Date September 17, 1986

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance Union Contractor

O.C.2/85

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

[signature]

CITY OF FORT WAYNE

[signature]
Win Moses, Jr., Mayor

AWARD Date 9-24-86

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland Trucking Co.	Ft. Wayne, In.	Trucking
2.		
3.		

D. The undersigned commits 1 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. StatewideTrucking Co.	Ft. Wayne, In.	Trucking
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor JOHN DEHNER, INC. Contractor _____

By _____ By _____

Its Gregory Dehner, Vice President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor JOHN DEHNER, INC.

By _____

Its Gregory Dehner
Vice President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works & Safety

The contractors agrees to furnish at his/her/its own cost all labor, insurance, meterials, equipment and power for the complete performance of the following project:

"Lawrence Drain Storm Improvement"

All work will be performed in accordance with: Resolution No. 425-1986, instructions to bidders, bond forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF $157,083.65 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues written notice to proceed. All work shall be completed within 240 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ____days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of $_____ price per day for each and every day after ____days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts, or industrial disturbances, acts of public enemies, restraining orders of any kind by the governments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

O.C. 2/85
B.O.W. Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____day of _____ 198____.

Firm Name:_____

By:_____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 17th day of September, 1986.

JOHN DEHNER, INC.
Name of Corporation

By: Gregory Dehner
Vice- President Gregory Dehner

ATTEST:

Edward L. Dehner
Secretary - Edward L. Dehner

SCHEDULE OF ITEMS

DATE 8/20/86

PROJECT NAME: LAWRENCE DRAIN STORM IMPROVEMENT - Resolution 425-1986 Phase I SI/1A

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	4'x8' Concrete Culvert Box	250± LF	350.00	87,500.00
2	18" RC Pipe Class III	55± LF	38.93	2,141.15
3	Std. 48" Manhole	1± EA	850.00	850.00
4	Exist. 48" Manhole Removal/Delivery	1± EA	400.00	400.00
5	18" Pipe Bulkhead	2± EA	50.00	100.00
6	24" Metal End Section	1± EA	300.00	300.00
7	#53 or #73 Special Backfill (stone)	1500± CY	12.35	18,525.00
8	Rip Rap (Revetment)	100± Tons	18.00	1,800.00
9	Gauge-8 Sheeting	450± SF	9.30	4,185.00
10	Guard Rail (New Installation)	50± LF	30.00	1,500.00
11	Type G Casting	1± EA	200.00	200.00
12	12" Deep Strength Asphalt (Road)			
	11" - #9 Binder -- 1" A-2 Surface	550± SY	24.85	13,667.50
13	Sodding	200± SY	3.75	1,125.00
14	4" Stone Berm	75± SY	2.20	165.00
15	Power Pole Relocation	1± EA	2,500.00	2,500.00
16	Traffic Control (complete)	Lump Sum	10,000.00	10,000.00
17	Special Concrete Structure (complete)	Lump Sum	12,000.00	12,000.00
18	Double Chip and Seal (Street)	25± SY	5.00	125.00

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. Union Contractor
2. Participating Member of CFW Area Plan
3. Federal Register
4. Percentage Participation Goal Statement

_____%

PHASE I - Construction Cost

$ 157,083.65

$ 156,708.65

Now 6. W.P.C.E. 9/19/86.

SCHEDULE OF ITEMS

DATE 8/20/86

PROJECT NAME: LAWRENCE DRAIN IMPROVEMENT - Phase II (Base Bid)

SI/2A

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	New Ditch Excavation/Construction	18,000± CY		
2	Existing Ditch Excavation/Widening	5,000± CY		
3	Field Tile Replacement	200± LF		
4	27" Metal End Section (with grate)	2± EA		
5	18" Metal End Section	2± EA		
6	15" Metal End Section	1± EA		
7	Rip Rap (Revetment)	300± Tons		
8	21" Pipe Bulkhead	5± EA		
9	Broadcast Seeding	10,000± SY		
10	Seeding,2" Mulch,Fertilizer	7,000± SY		
11	Gauge-8 Sheeting (5'x60')	300± SF		
12	Power Pole Relocation	1± EA		
	NO BID			

Phase II-Base Bid, Total Construction Cost

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. (Union Contractor)
2. Participating Member of CFW Area Plan
3. Federal Register
4. Percentage Participation Goal Statement

_____%

SCHEDULE OF ITEMS

DATE 8/20/86

PROJECT NAME: LAWRENCE DRAIN - PHASE II (Alternate Bid)

SI/3A

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	Existing Ditch Excavation/Widening	6,000± CY		
2	New Ditch Excavation/Construction	18,000± CY		
3	Field Tile Replacement	200± LF		
4	27" Metal End Section (wtih grate)	2± EA		
5	18" Metal End Section	2± EA		
6	15" Metal End Section	1± EA		
7	Rip Rap (Revetment)	500± Tons		
8	21" Pipe Bulkhead	5± EA		
9	Broadcast Seeding	10,000± SY		
10	Seeding,2" Mulch, Fertilizer	7,000± SY		
11	Structures Removal/Relocation	3± EA		
12	Shrubs, Bushes and Small Trees, Removal/			
	Replacement	Lump Sum		
13	Fence Removal Relocation	700± LF		
14	Guage-8 Sheeting (5'x40')	200± SF		
15	Power Pole Relocation	1± EA		
	NO BID			

SUMMATION OF AA/EEO Statement

I will be (circle one)

1. (Union Contractor)
2. Participating Member of CFW Area Plan
3. Federal Register
4. Percentage Participation Goal Statement

_____%

Phase II-(Alternate Bid), Total Construct.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers ~~and~~ exact _____

_____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Gregory Dehner

Subscribed and sworn to before me by Gregory Dehner, Vice-President of John Dehner, Inc.
this 17th day of September, 1986.

My Commision Expires:

September 8, 1987

Richard E. Ensley
Notary Public Richard E. Ensley
Resident of Allen County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

TO BE EXECUTED BY BIDDER and SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER(S) BOND

KNOW ALL MEN by these presents:

That, (I,) (WE,) JOHN DEHNER, INC. as Principal

and UNITED STATES FIDELITY AND GUARANTY COMPANY

and _____

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of FIVE PERCENT OF THE TOTAL PROJECT BID ($ 5% of Bid) Dollars, to be paid City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 17th day of September, 1986.

The condition of this obligation is such that if the accompanying bid or proposal of JOHN DEHNER, INC. made this day to the City of Fort Wayne, State of Indiana, is accepted, and the Contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this the 17th day of September, 1986.

JOHN DEHNER, INC.	UNITED STATES FIDELITY & GUARANTY CO.
Gregory Dehner	John J. Eckel
Principal Gregory Dehner Vice President	Surety* Attorney-in-fact

*If signed by an agent appropriate power of attorney shall be attached.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana, its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~xxxxxx~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

FS 3 (1-83)

PRINTED IN U.S.A.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, James M. Carroll , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 9-17-86 (Date)

James M Carroll

.....

Assistant Secretary.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Gregory Dehner, the Vice-President (Position), of JOHN DEHNER, INC. (Company)

hereby certify:

1. That the Financial Statement of said company, dated the 31st day of September 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: September 17, 1986

Signature

Gregory Dehner
Vice-President

Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 17th day of September, 1986.

Notary Public Richard E. Ensley
Resident of Allen County

My Commission Expires:

September 8, 1987

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of JOHN DEHNER, INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of JOHN DEHNER, INC., that JOHN DEHNER, INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 17th day of September, 1986.

JOHN DEHNER, INC.
(Name of Bidder/Vendor)

Gregory Dehner
(Name and Title of Person Signing)
Gregory Dehner - Vice-President

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, James M. Carroll , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 9-17-86 (Date)

James M Carroll

.....

Assistant Secretary.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

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In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on 9-17-86 (Date)

James M Carroll

.....

Assistant Secretary.

1578

Admn. Appr. _____

TITLE OF ORDINANCE Sewer Contract 425-86, Lawrence Drain, Phase I, John Dehner, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety D-86-10-26

SYNOPSIS OF ORDINANCE The Contract for Res. 425-86, Lawrence Drain, Phase I, is for the following: Phase I - Storm Sewer - Beginning at an existing 4' X 8' box culvert located 25± L.F. South of and 25 LF West of the centerline intersection of Covington Road and Belaire Drive; thence Northeasterly 280± LF terminating at a point located 100± LF North of and 80± LF Northwest of the centerline intersection of Covington Road and Jefferson Blvd. (U.S. West). John Dehner, Inc., is the contractor.

EFFECT OF PASSAGE Improvement of Storm Sewer at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $156,708.65

ASSIGNED TO COMMITTEE _____

BILL NO. S-86-10-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Sewer Contract 425-86 - Lawrence Drain Improvement, Phase I, between John Dehner, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 10-28-86

SANDRA E. KENNEDY
CITY CLERK